

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

JEFFREY WALKER AND SHANNA BOWEN, )  
BOTH INDIVIDUALLY AND AS NEXT )  
FRIEND OF ANICIA WALKER, )  
THEIR MINOR DAUGHTER, )  
 )  
Plaintiffs, )  
 )  
v. ) Civil Action No. A-06-CA-138SS  
 )  
UNITED STATES OF AMERICA )  
 )  
Defendant. )

**STIPULATION FOR COMPROMISE SETTLEMENT  
AND RELEASE OF FEDERAL TORT CLAIMS  
ACT CLAIM PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiffs, and the United States of America, by and through their respective attorneys, and the structured settlement broker, as follows:

1. The parties hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action, under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay the sum of Four Hundred Sixty-five Thousand Dollars (\$465,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of

this settlement, including any claims for wrongful death, for which plaintiffs or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America and its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiffs and their guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against any third party or against the United States.

4. This Stipulation for Compromise Settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiffs. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses (plaintiffs to bear the costs and expenses of a *guardian ad litem*) and that any attorney's fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

7. The parties agree that any attorneys' fees owed by the plaintiffs in their Federal Tort Claims Act suit against the United States shall not exceed 25% of the settlement amount. 28 U.S.C. § 2678. The parties further agree that any such attorneys' fees, along with any costs and expenses of said action against the United States and any costs, expenses, or fees (including legal fees) associated with obtaining any court approval of this settlement (which includes guardian ad litem fees) will be paid out of the amount paid pursuant to Paragraph 2, above, and not in addition thereto. The parties agree that any fees for legal services incurred in the district court or in any court reviewing the settlement for approval purposes shall be considered attorneys' fees and not costs, shall be subject to the provisions of 28 U.S.C. § 2678, and shall be paid out of the amount paid pursuant to Paragraph 2, above, and not in addition thereto.

8. The Plaintiffs stipulate and agree that they are legally responsible for any and all liens or claims for payment or reimbursement, including any liens or claims by private insurance companies, Medicaid, or Medicare. Plaintiffs and their attorneys stipulate and agree that the plaintiffs, by and through their attorneys, will satisfy or resolve any and all liens or claims for payment or reimbursement asserted by any individual or entity before distributing to the plaintiffs any portion of the amount paid pursuant to Paragraph 2, above. The plaintiffs and their attorneys

further agree that, no later than ninety (90) days from the date the United States wire transfers the settlement amount, plaintiffs' attorneys shall provide to the United States evidence that each such lien or claim has been satisfied or resolved and that all lienholders and claimants have waived and released all such liens and claims. The evidence required by the terms of this Paragraph may be satisfied by a letter from plaintiffs' attorneys representing to counsel for the United States that each such lien or claim has been satisfied or resolved and that all lienholders and claimants have waived and released all such liens and claims.

9. The parties agree that this Stipulation, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

11. This Stipulation is specifically conditioned on approval of all the terms of this Stipulation by the United States District Court for the Western District of Texas, San Antonio, Division.

12. Plaintiffs' attorney agrees to obtain a dismissal of the above-captioned action with prejudice, with each side bearing its own fees, costs, and expenses except as provided herein.

Executed this 29 day of Aug, 2006.

Shanna Bowen

Shanna Bowen, individually and as parent  
and next friend of Anicia Walker, a minor  
SS# \_\_\_\_\_

Executed this 11 day of SEPTEMBER, 2006.

A handwritten signature in black ink, appearing to read "Jeffrey Walker", written over a horizontal line.

Jeffrey Walker, individually and as parent  
and next friend of Anicia Walker, a minor  
SS# 436-69-0858

Executed this 25<sup>th</sup> day of October, 2006.

A handwritten signature in dark ink, appearing to read "Heidi L. Smith", written over a horizontal line.

Guardian Ad Litem  
for Anicia Walker

Executed this 28<sup>th</sup> day of August, 2006.

A handwritten signature in black ink, appearing to be 'MA', written over a horizontal line.

Michael Archuleta

Attorney for Plaintiffs

TIN# 46-0477790



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

---

Harold E. Brown, Jr.  
Assistant United States Attorney  
Attorney for Defendant United States of America